

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectrio LLC		09/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4198419	BE HEARD. BE SEEN. BE INSPIRED.	
Registration Number:	4198020	BE HEARD. BE SEEN. BE INSPIRED.	
Registration Number:	4198023	BE HEARD. BE SEEN. BE INSPIRED.	
Registration Number:	4169305	SPECTRIO	
Registration Number:	4169306	SPECTRIO	
Registration Number:	4227236	SPECTRIO	
Registration Number:	4227237	SPECTRIO	
Registration Number:	4159182	SPECTRIO	
Registration Number:	4180774	SPECTRIO	
Registration Number:	4040472	IOHI	
Registration Number:	4033101	CHANNELCARE	
Registration Number:	3760267	PHONE ON-HOLD	
Registration Number:	2509890	SOUNDCARE	
Registration Number:	2063098	IMPRESSIONS ON HOLD INTERNATIONAL	
Registration Number:	2110217	IMPRESSIONS ON HOLD INTERNATIONAL	
Registration Number:	4962421	EOS WIRELESS	
Registration Number:	4948141	CLOUDSTREAM	
Registration Number:	4767909	ON-HOLD PLUS	
Serial Number:	86431517	INTELLITOUCH	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3883097	
Registration Number:	3877052	VITAL MEDIA
Registration Number:	3733253	DBOARD
Registration Number:	3539757	VITAL MEDIA
Registration Number:	2739608	MESSAGE ON HOLD PLUS
Serial Number:	87173714	AUTOPLAY
Registration Number:	2472526	AUDIOMAKERS
Registration Number:	3432141	RETAIL RADIO

CORRESPONDENCE DATA
Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207545-125
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	09/15/2017

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 15, 2017, by SPECTRIO LLC, a Delaware limited liability company ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 15, 2017 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SPECTRIO LLC

By: 

Name: Aaron Kleinhandler

Title: President and Chief Executive Officer

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
BE HEARD. BE SEEN. BE INSPIRED.	85522539	1/23/12	4198419	8/28/12
BE HEARD. BE SEEN. BE INSPIRED.	85517281	1/16/12	4198020	8/28/12
BE HEARD. BE SEEN. BE INSPIRED.	85517285	1/16/12	4198023	8/28/12
SPECTRIO	85396265	8/12/11	4169305	7/3/12
SPECTRIO	85396270	8/12/11	4169306	7/3/12
SPECTRIO	85396276	8/12/11	4227236	10/16/12
SPECTRIO	85396278	8/12/11	4227237	10/16/12
SPECTRIO	85395319	8/11/11	4159182	6/12/12
SPECTRIO	85395323	8/11/11	4180774	7/24/12
IOHI	85036171	5/12/10	4040472	10/18/11
CHANNELCARE	77805053	8/14/09	4033101	10/4/11
PHONE ON-HOLD	77735377	5/12/09	3760267	3/16/10
SOUNDCARE	76184331	12/21/00	2509890	11/20/01
IMPRESSIONS ON HOLD INTERNATIONAL	75102743	5/13/96	2063098	5/20/97
IMPRESSIONS ON HOLD INTERNATIONAL	74580873	9/30/94	2110217	11/4/97
EOS WIRELESS	86468649	12/2/14	4962421	5/24/16
CLOUDSTREAM	86468641	12/2/14	4948141	4/26/16
ON-HOLD PLUS	86432164	10/23/14	4767909	7/7/15
INTELLITOUCH	86431517	10/22/14	N/A	N/A
DESIGN ONLY	85021050	4/22/10	3883097	11/30/10
VITAL MEDIA	85014687	4/15/10	3877052	11/16/10
DBOARD	77544398	8/12/08	3733253	1/5/10
VITAL MEDIA	77394827	2/12/08	3539757	12/2/08
MESSAGE ON HOLD PLUS	76296295	8/7/01	2739608	7/22/03
AUTOPLAY	87173714	9/16/16	N/A	N/A
AUDIOMAKERS	75837053	11/1/99	2472526	7/24/01
RETAIL RADIO	77081568	1/12/07	3432141	5/20/08